

MODIFICATION OF CONTRACT: 4400003924, Voting System and Services

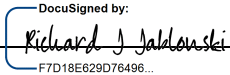
ISSUED BY: Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767 Contact: Lori Clyde Tel. No: (512) 854-4205		ISSUED TO: Election Systems & Software, LLC 11208 John Galt Boulevard Omaha, NE 68137	
MODIFICATION NO.: 3		EXECUTED DATE OF ORIGINAL CONTRACT: August 7, 2018	
ORIGINAL CONTRACT TERM: August 7, 2018 to throughout the term of the warranty and for as long as services are provided in connection with the system, including maintenance and support services.		MODIFIED CONTRACT TERM END DATE: Throughout the term of the warranty and for as long as services are provided in connection with the system, including maintenance and support services.	
ORIGINAL CONTRACT AMOUNT: 8,160,340.00	MOD. 3 AMOUNT: \$125,647.00	CUMULATIVE CONTRACT AMOUNT: \$8,442,882.00	
Note to Vendor: <input checked="" type="checkbox"/> Complete and execute (<i>sign</i>) your portion of the signature block section as tagged below. <input type="checkbox"/> DO NOT execute. Retain for your records.		Court Approval Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

DESCRIPTION OF CHANGES: Except as provided in this Modification 3, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

- A. The purpose of this Modification is to add services as summarized below and described in detail on page 2 of this Modification.
- Reference EVS 6.1.0.0 PYO – Local Area Network (LAN) System Upgrade Purchase Order for the purchase of services for the version 6.1.0.0 upgrade for the election management system. This upgrade includes workstations, file servers, Bitlocker Security Keys, ExpressVote equipment, and DS200 and DS450 scanners.
- B. The total one-time compensation for this Modification is \$125,647.00.

LEGAL BUSINESS NAME: Election Systems & Software, LLC

DATE: 5/29/2020

BY:  _____

SIGNATURE

Richard J Jablonski

BY: _____

PRINT NAME

Vice President of Finance

TITLE: _____
ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

BY:  _____

BONNIE S. FLOYD, MBA, CPPD, CPPB, TRAVIS COUNTY PURCHASING AGENT

DS

JT

DATE: 5/29/2020

TRAVIS COUNTY, TEXAS

BY:  _____

TRAVIS COUNTY JUDGE

DATE: 5/29/2020



Election Systems & Software, LLC
11208 John Galt Blvd Omaha, NE 68137

EVS 6.1.0.0 PYO – Local Area Network (LAN) System Upgrade Purchase Order

April 27, 2020

Travis County, Texas
5501 Airport Blvd
Austin, TX 78751

Qty Ord.	Description	Price	Ext. Price
EMS FILE SERVER			
1	SYMANTEC ENDPOINT PROTECTION 14.2.0	\$61.00	\$61.00
1	DELL 8 GB SERVER MEMORY – ADDITIONAL RAM	\$224.00	\$224.00
EMS WORKSTATION			
4	WINDOWS 10 LTSC 2019 (x64)	\$128.00	\$512.00
4	*SYMANTEC ENDPOINT PROTECTION 14.2.0	\$61.00	\$244.00
4	8GB DDR4 2400 UDIMM 1RX8 – ADDITIONAL RAM	\$100.00	\$400.00
MISCELLANEOUS COMPONENT			
10	SES&S BITLOCKER SECURITY KEYS (128MB USB) (2 Keys per server/workstation (primary and backup) = 10 total)	\$33.00	\$330.00
SERVICES			
1	EMS Network Upgrade on Customer Premises <ul style="list-style-type: none"> Upgrade of EMS network performed on customer premises by ES&S Technical Services Technician <ul style="list-style-type: none"> Includes the installation, configuration, and testing of EMS network connectivity. Includes post upgrade end-to-end connectivity testing of EMS network. Technical Services technician provides customer walkthrough of EMS network equipment while on-site. EMS installation summary documentation provided to customer upon completion of installation. 	\$6,500.00	\$6,500.00
	EMS Upgrade Fee Discount	(\$624.00)	(\$624.00)
	Firmware Upgrade Fee	\$309,400.00	\$309,400.00
	Firmware Upgrade Fee Discount	(\$191,400.00)	(\$191,400.00)
	Order Total		\$125,647.00

Invoicing and Payment Terms:

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

Note 1: Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.

Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES & S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES & S.

Customer Signature

Date

Title